

EXHIBIT "1"

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## **ATTORNEY – CLIENT FEE AGREEMENT**

This Attorney – Client Fee Contract “Contract” is made by and between Corey B. Beck, Esq. “Attorney” Newton Construction LLC., “Client”. In consideration of the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. SCOPE**

Attorney agrees to represent the Client in Chapter 11/Subchapter V proceedings which include preparing statements, meeting with Client and appearing in any Chapter 11 court proceedings. In particular, Chapter 11 will be filed. Attorney will seek to confirm plan. Plan must be approved by the Judge, Court ultimately rules on any Objection to Confirmation on case.

### **2. ATTORNEY’S DUTIES**

Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. “Attorney” will also represent “Client” in litigated matters as long as “Attorney” finds that there is a “good faith” basis under facts and existing law for either filing/defending a claim.

### **3. CLIENT’S DUTIES**

Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney’s bills on time and keep Attorney advised of Client’s address, telephone number and whereabouts.

### **4. LEGAL FEES**

Client has agreed to pay Attorney a non-refundable retainer of \$10,000.00 for Attorney to represent Client in Chapter 11 Bankruptcy. Payment of \$11,738.00 is hereby acknowledged on August 29, 2022. All fees incurred will be billed at an hourly rate of \$400.00. There will be a filing fee due to of \$1,738.00 for Subchapter V filing. If retainer is all earned, additional fees will be requested.

### **5. COSTS AND EXPENSES**

In addition to the above fee(s), Client agrees to reimburse Attorney for costs and expenses incurred in connection with said legal representation, including but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger or delivery fees, postage expenses, in-office photocopying, investigation expenses, expenses of materials or books particularly related to Client’s legal representation, expenses associated with hiring of experts if necessary, such as accountants or other professionals. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, attorneys or consultants reasonably necessary in Attorney’s judgment.

### **6. DISCHARGE AND WITHDRAWAL**

Client is free to consult with another attorney at any time. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

#### 7. CONCLUSION OF SERVICES

When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will upon Client's request, deliver Client's file to Client along with any Client's funds or property in Attorney's possession. Client agrees to pay for the cost of copying and transferring Client's files upon termination of Attorney's services.

#### 8. DISCLAIMER OF GUARANTEE

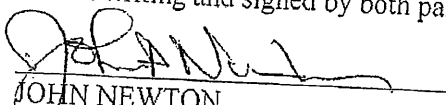
Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinions only. Client understands that Secured Creditors can file Motion for Relief from Automatic Stay and/or Objection to Confirmation if Creditors are not immediately paid. Undersigned Counsel will engage Secured Creditors and negotiate with Creditors. The bottom line is that client understands that time is of essence to get yard "up and running" so that overhead cost Are lowered and so that Secured Creditors can be paid i.e Ultimate goal is to seek confirmation of plan.

#### 9. EFFECTIVE DATE

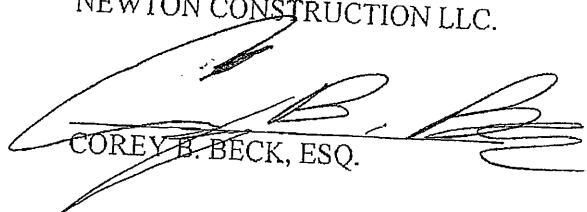
This Contract will take effect when Client and Attorney has signed contract.

#### 10. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between Client and Attorney, and no promises or representations, express or implied, either written or oral, not set forth herein, shall be binding upon or inure to the benefit of either party. This Contract shall not be modified by oral agreement, either express or implied, and all modifications hereto shall be in writing and signed by both parties.

  
JOHN NEWTON  
NEWTON CONSTRUCTION LLC.

9/11/22  
DATE

  
COREY B. BECK, ESQ.  
DATE 9/2/2022